beard of in this country. Capt. Smith states that one sheep dropped twelve lambs in fifteen months.

MR. PELL states that these are not the small China sheep heretofore noticed in THE TRIBUNE, but a variety of the broad-tails, with tolerably large carcasses and coarse hairy wool. The flesh is alleged to be delicious.

Distribution of Fish and Plants.—Dr. WATERBURY offered a resolution, which was adopted, soliciting correspondence through the Secretary upon the subject of an interchange of seeds of rare plants and trees, and the eggs of fish between different sections of the country. He stated that the canals had served the purpose of filling waters with new varieties of fish to a considerable extent.

Connecticut Wine, made from native grapes, was tasted by the Club, but not considered equal to wine from the Catawba grape.

Injury of Fruit by the Cold and Wind.—Mr. FIELD, an extensive grower of fine pears in Brooklyn, gave it as his opinion that the cold and high wind of the last week in May, had done immense damage to all the finest varieties of fruit. Apples, pears, and peaches, the blossoms of which were in just the right state of forwardness to receive impregnation, had the state of atmosphere been favorable, he thinks are all blasted, owing to the fact that the pollen was all blown away without performing its office. The idea is that all flowers must be in exactly the right condition to receive the pollen when it is wafted along on a gentle breeze, or the impregnation will not take place. None of the blossoms upon his old trees, except the top one of the coronal, have set fruit, and this was because they were the only ones ready before the storm; while trees imported this Spring from France, that bloomed so late as to be just in time since the others received their death, to start into new life. Peaches, except the very early and very late ones, Mr. Field thinks, have suffered the fate of the pears. Cherries and plums which bloomed early are loaded with fruit.

ROBERT L. PELL.—In my orchard I think the fruit is not injured, although it was so cold within four miles of my orchard on the Hudson that ice formed as thick as a silver dollar. In my experience I find that a northeast rain storm destroys the pollen, while a dry wind, if it is cold, rather assists the impregnation.

J. PAYNE LOWE.—In my travels in this country I find the farmers dread more than all others a cold east wind.

MR. PELL.—If such a wind comes cold and moist at the time of blooming, it is apt to blast.

MR. FIELD.—With me the north-west wind is the most fatal. It is, perhaps, because it is usually the coldest, and blossoms must have a certain amount of heat at a particular juncture. I am aware that the ancients dreaded "the east wind." I find that most of our evergreens, and those that were considered very hardy—such as deodar, cedar, arbor vitæ, &c.—were killed by the cold of last Winter. None but the Norway spruce remains perfect.

Dr. WELLINGTON—The leaves of the ivy upon many walls in this city, I notice, are also dead.

Wheat—Its Cultivation and Insect Enemies.—Upon this subject J. PAYNE LOWE gave the Club much valuable and interesting information, which we will publish in a condensed form as soon as we can find space.

The Subsoil Plow.—SOLON ROBINSON related an anecdote illustrative of the ignorance that prevails about improvements that are made in agricultural implements. He said, a Pennsylvania farmer of mature age, and as much intelligence as the most of men, said to him, a few days ago, that he frequently read in the proceedings of the Farmers' Club about the subsoil plow and subsoil plowing, not a word of which did he understand, and he wanted to know what it meant—what such a plow looked like—never having seen one; and Mr. R. thought there might be 50,000 men in the country in the same condition of agricultural knowledge.

Dr. WATERBURY gave tables of analysis to show how near alike are the constituents of blood and wheat, and statements showing how civilization and wheat cultivation have been diffused Westward together from its starting point in Egypt. South of the equator, wheat is not much cultivated or consumed, and the country does not produce men of great intellects. Such are only found in wheat-growing and wheat-eating countries.

Soiling Cattle.—This subject was indorsed by Orange Judd, who is a warm advocate of the measure. He read two articles upon growing millet for the purpose, as well as for hay. A farmer in Ohio sowed an acre and a quarter the first of June, and reserved a piece for seed, and made five large load of good hay. A Mr. Lord, who writes in *The Rural New-Yorker*, sowed 12 quarts of seed per acre June 1, and made 22 bushels per acre of grain, and three to four tuns of straw. A farmer at Hyde Park, Dutchess County, New-York, had lucerne 29 inches long May 27. This crop should be sown at the time of sowing oats, 16 pounds seed per acre. It may be cut once a month for five months, each cutting 18 inches long. In countries scarce of feed, the roots of lucerne are dug and dried, and afford a large amount per acre. The ashes are very rich in potash.

Mr. FIELD—In Germany the roots of quick grass are dug in times of scarcity of fodder for cattle-feed.

Mr. PELL spoke at some length in favor of soiling cattle, which he had practiced to a large extent. He keeps them in large yards and sheds, and feeds three times a day, when they will gain flesh or secrete milk faster than in pastures, except upon irrigated land, which he finds a good substitute for soiling. He recommends lucerne, orchard grass, millet, corn, rye and clover for soiling purposes. He has orchard grass now eighteen inches high. Cattle should always be fed when in stable on a variety of food. He recommends hay two days, straw two days, stalks two days, and mash one day every week. All coarse feed should be cut. This question of feeding cattle will be discussed at the next meeting.

NATIONAL COUNCIL OF KNOW-NOTHINGS.

This body met yesterday morning at Knickerbocker Hall—the occasion being an extra session. Delegates were present from Massachusetts, New-York, New-Jersey, Maryland, Kentucky, Tennessee, California, Illinois, Virginia, Ohio, Missouri, Arkansas and Pennsylvania; but they form only a small portion of the number who are expected to arrive. Only ninety had appeared in the Council at the time of adjournment in the afternoon. President BARTLETT of Kentucky presided. After organization, a motion was made and carried to appoint a Committee on Credentials. The Committee retired, but was only able to submit a partial report. The seats of the delegates from the Ninth and Thirtieth Congressional Districts of New-York are contested. A pass-word was agreed upon to be used during the sessions of the Council, and was given to each delegate. HUMPHREY MARSHALL of Kentucky was opposed to sitting with closed doors, and submitted a proposition that the sessions of the Council be open. The remainder of the day was occupied in a discussion of this question, pending the consideration of which the Council adjourned to Wednesday.

BOARD OF TEN GOVERNORS.

The Ten Governors met yesterday afternoon at their rooms in the Rotunda. A quorum not being present, nothing further than the ordinary business was transacted.

Number of persons remaining in the Institutions for the week ending May 31, 1856:

Bellevue Hospital	603	Randall's Island Hospital	197
Lunatic Asylum	592	City Prison	307
Alms-House	1,115	Second District Prison	5
Penitentiary	541	Third District Prison	13
Penitentiary Hospital	263	Colored Home	321
Work-House	433	Colored Orphan Asylum	186
Small-pox Hospital	16	Children at nurse	203
Randall's Island	840		
Total			5,696
Decrease			93
Number remaining May 24, 1856			5,789
Admitted			1,145
Total			6,933
Died	14		
Discharged	1,116		
Sent to Penitentiary	99		
Sent to State Prison	0		—1,229
Remaining			5,694

The coal contract was awarded to C. Miller & Co., miners, of Philadelphia. The amount contracted for is 10,000 tuns, on very favorable terms.

NEW-YORK HISTORICAL SOCIETY.

The Society met last evening in the University, the Hon. LUTHER BRADISH, the President, in the chair. Dr. OSGOOD announced that he had received a communication from the Chicago Historical Society, asking for information and desiring the cooperation of the scientific gentlemen of the East in their new enterprise. The new Society takes the history of the State of Illinois and of the North-West as its peculiar field of labor. Dr. Osgood, in closing his report, said that he would lay before the Society a copy of the resolutions which were passed at the Republican meeting at the Tabernacle on the night of May 30, 1856, which he hoped the Society would preserve among its archives.

The LIBRARIAN reported, among other contributors to the library of the Society, the name of J. T. Headley, the Secretary of State, who presents twenty-five sets of the Colonial History of this State, to be used in exchanging for other works of value.

The paper of the evening was read by FREDERICK CAPP, esq., upon the history and character of the Hessian troops employed by the British against the Americans in the Revolutionary War. He commenced with an elaborate exposition of the policy of the German princes, who let their soldiers for hire, in order that, upon the money received for their services, they might support their own princely dignity. Thus Germany became a man-market, where, at any time, soldiers might be had for cash. German regiments fought in almost every battle in Europe, on either side, having no regard for their own honor, or the rights of the conflict in which they were engaged, but caring only for the remuneration. When the war broke out with America, England had great need of troops. At home they were not to be had, the colonial war being unpopular among the masses; and the rapidly developing industrial resources of the country requiring all the working energy of the country. In this strait England applied to her old friends, the German princes, from whom she hired at one time 12,104 Hessian troops, on terms most favorable to the Germans but ruinous to herself. As the war progressed, and the necessity arose for more fighting men, others were hired at various times, until, in the course of the seven years' colonial war, England hired the use of 29,167 German soldiers. The amount paid for these men reached the enormous sum of £5,126,000 sterling. Soldiers were exhorted from the pulpit by the German clergymen to enlist for the war in America, and as an inducement so to do were told that on their return home they would be rich enough to keep their carriages. At last it became so very difficult to obtain recruits that merchants and strangers traveling through the German provinces were forcibly seized, thrown into prison, and soon sent off to America. The German troops hardly ever fought in the American War as independent bodies, but were always attached to British regiments. A great many of them finally left the army and settled in this country, and induced many of their countrymen to emigrate hither.

The thanks of the Society were voted to Mr. Capp, and he was requested to continue the subject in a future paper. Adjourned to meet the 17th of June.

TEACHERS' ASSOCIATION.

This Association held its monthly meeting on Saturday evening, in their rooms at the Hall of the Board of Education—the President, J. H. Fanning, in the Chair, and J. M. Bernie, Secretary.

Thomas W. Harrison, esq. stated that he had received from Professor Batchelder, for the library of the Association, quite an extensive series of works on Phonography and Phonetics. Professor O. W. Morris also presented several volumes of documents having reference to the Instruction of the Deaf and Dumb in this country. A vote of thanks was tendered to these gentlemen for their valuable donations to the "Teachers' Library."

The President of the State Teachers' Association, Leonard Hazeltine, esq., gave notice of the Eleventh Annual Meeting of the Teachers of the State. It is to be held at Troy, on the first Tuesday of August next. Several distinguished educators are expected to deliver addresses, and a number of reports on important educational topics will be received.

The Committee appointed to revise the Constitution and By-Laws, and also the Roll of Membership, not being prepared to report, the objects aimed at by said Committee gave rise to a somewhat earnest and spirited discussion, which resulted in calling a special meeting of the body next Saturday evening, to receive and discuss the Report of said Committee.

GENERAL CONFERENCE OF M. E. CHURCH.

From Our Own Reporter.

INDIANAPOLIS, Friday, May 30, 1856.

Yesterday the discussion on the first resolution of the Committee on Slavery came to an end by a vote. Quite a large majority were in favor of the passage of the resolution, but it failed to obtain a constitutional majority, requiring a two-thirds vote. The question can only come up again in the Annual Conferences, and if at the expiration of the next four years it shall be found that two-thirds of all the Annual Conferences are in favor of such a change of the General Rule as to make slave-holding, as well as slave-buying and selling a sin, and consequently a bar to admission into the Church, it will become a law of the Church. That this will be done there can be no doubt.

The second resolution was acted upon, and an effort to take it from the table failed to obtain a majority of all the members present voting. The second resolution contemplated a change in the Chapter on Slavery, and only required a majority vote to make it a law. It did not, however, receive the unanimous support of the Anti-Slavery men—quite a number of whom regarded it unconstitutional, as it made non-slaveholding a test of membership, and could not be adopted unless the restriction was removed, as contemplated in the first resolution. The discussion was, perhaps, the most lengthy and exciting one that has ever happened in the General Conference; and though there was generally good feeling manifested, yet occasionally human nature would present some of her rougher aspects. There can be no doubt but at the next General Conference there will be a sufficient number to constitute the requisite majority for making a law excluding slaveholders from the Church. Considerable excitement was produced by the position taken by Dr. Stevens of *The National Magazine*. He took ground against the second resolution, because he considered it unconstitutional. Dr. S. has been a stanch advocate of Anti-Slavery principles, and has been regarded as a leader in New-England, having been editor of *Zion's Herald*, Boston, for years.

It is intended yet to bring up a substitute offered by Dr. Elay of your city, affirming the sense of the Church as decidedly Anti-Slavery. The Doctor sustained his substitute by an eloquent and powerful speech, in which he showed the necessity of action, especially at this particular crisis, when the Slave Power was burning the towns of freemen and butchering the inhabitants. He said the delegates would be asked on their return home, What have you done? The response must be, We have done nothing. The action of twenty-three Conferences out of thirty-eight has been disregarded, and a deaf ear turned to the prayers of five thousand petitioners. He was particularly scathing on the speeches of Drs. McClintock and Stevens, and showed that there was a want of backbone in meeting this subject.

MARINE AFFAIRS.

FOR EUROPE.

The French screw-steamer Barcelone, Capt. Morin, left port yesterday for Havre, with 172 passengers.

COLLISION—LOSS OF THE BRIG OXFORD AND SIX LIVES.

Elwood Walter, esq., Secretary of the Board of Underwriters, has received a letter, dated Buffalo, May 31, stating that the propeller Cataract and the brig Oxford came in collision on the morning previous, about 2 o'clock. The brig was sunk in three minutes. The captain, his wife, mate and three men went down with the vessel. Three men were saved. The collision occurred off Long Point, Lake Erie. The propeller was not injured. The brig was loaded with iron ore, from Ogdensburgh to Toledo; she is sunk in such deep water that she will never be raised.

MORE NEW SHIPS.

Two new vessels will be launched from Donald McKay's yard at East Boston, next week. On Thursday a ship of 1,300 tuns, and on Saturday a bark of 550 tuns, called the Henry Hill.

REGATTA OF THE NEW-YORK YACHT CLUB.

We have already printed the regulations for the Regatta; to-day we present our readers with a list of the vessels entered, together with their class and tunnage. The Regatta will take place on Thursday morning, the yachts starting from the stake boat opposite the Club House at Hoboken, about eleven o'clock. The start will be by classes, the difference in time to be deducted after the Regatta. For the members of the club and their families, the steamboat Keyport has been procured, and will leave the foot of Spring street, N. R., at 10 o'clock.

If some enterprising man would charter a good, fast steamboat for the accommodation of the public on that day, he would, in all probability, secure a handsome compensation. Last year Messrs. Spofford & Tileston very handsomely placed their fine boat the Leviathan at the disposal of their friends. On this occasion they are precluded from so doing, the Leviathan having been burned at sea a few days since. The Regatta will doubtless prove more exciting this year than it was last, and it would be matter of regret if those who desired to do so had not the opportunity of witnessing it.

IIID CLASS—*Containing Yachts carrying less than 3,300 square feet of canvas. Allowance of Time, 1½ seconds per sq. foot.*

Name.	Entered by.	Rig.	Custom House tunnage.	Men allow'd carry.	Square feet of canvas
Wavelet	D. T. Willetts	Sloop	31 61-95	9	1,854-53
L'Esperance	C. Allen	Sloop	21 20-95	7	1,179-47
Luckey	C. T. Morton	Sloop	15 02	5	1,855 13
Alpha	R. R. Morris	Schooner	25 65	8	1,341-08
Hornet	H. W. Bashford	Sloop	25 25	9	1,327 83
Mary	D. C. Kingsland	Sloop	15 30	5	1,505-93
Island Fawn	C. T. Cromwell	Sloop	17 19	6	1,753-49
Edgar	H. A. Denison	Sloop	17 06	6	1,359-60
Ray	F. M. Ray	Sloop	30 31	10	1,844-75
Richmond	C. H. Mallory	Sloop	27 45	9	1,945-61
Bianca	C. Macallister jr.	Sloop	17 43	6	1,857-93

IID CLASS—*Carrying 2,300 and upward, but less than 3,300 square feet of canvas. Allowance of Time, 1½ seconds per square foot.*

Name.	Entered by.	Rig.	Custom House tunnage.	Men allow'd carry.	Square feet of canvas
Starlight	T. B. Hawkins	Schooner	44.27	13	2,476-84
Irene	J. D. Johnson	Sloop	59 65	17	3,078-40
America	R. T. Loper	Schooner	69 05	20	3,483-45
Mystery	Junius T. Stagg	Schooner	47.33	14	2,567-46
Rebecca	J. J. Van Pelt	Sloop	77.66	22	3 163-43
Una	L. M. Rutherford	Sloop	70 09 95	20	2,[illegible]43-43

IST CLASS—*Carrying 3,300 square feet of canvas and upward. Allowance of Time 1 second per square foot.*

Name.	Entered by.	Rig.	Custom House tunnage.	Men allow'd carry.	Square feet of canvas
Julia	J. M. Waterbury	Sloop	81	21	—
Widgeon	D. M. Edgar	Sloop	101.9	26	3,592-44
Gertrude	L. Spencer	Sloop	90	23	3,625-08
Haze	M. H. Grinnell	Schooner	87 23	22	3 996-11

NAVAL.

The Sasquehanna arrived at Key West, from Havana, on the morning of the 27th ult., and sent in dispatches for the Cyane and Fulton. Not finding the Commodore she continued on, and fell in with the Potomac during the day off Tortugas, and returned with her in tow, arriving off Sand Key at sunset the same evening.

The success of Walker in Nicaragua has altered the disposition of the home squadron, now at anchor at Key West. The Fulton was to leave for Havana on the evening of the 28th; the Potomac awaits the arrival of the Saratoga, and then goes North; the Susquehanna goes to the Mediterranean, and the Cyane to Aspinwall.

CITY ITEMS.

The first old-fashioned thunder-storm of the season occurred last night, commencing at 8 o'clock. The rain came down in torrents, and the lightning was frequent and vivid. Fortunately for the public comfort and health, the streets got a thorough drenching, and this morning are cleaner than at any previous period this year. The shower must have done incalculable good to the crops.

Benefits are the order of the day at present. That of Signor La Manna will come off to-night at Wallack's, when a number of volunteers will appear, in song and dance. At Burton's this evening is the annual benefit of Mr. and Mrs. Holman, the bill being "The Serious Family," "That Blessed Baby," and the first act of "Fortunio." Mr. Bass has his benefit at Laura Keene's on Thursday evening, when "The Rivals" will be played. Mr. Holland's benefit at Wallack's is set down for Friday, with "Rob Roy," and "A Day after the Fair," for the bill.

At a meeting of a newly organized "Sumner Association," held on Monday evening, it was resolved to present to Senator Sumner, the champion of Free Speech, a civic crown and service of plate, bearing a suitable inscription, as a testimonial of the exalted esteem in which his principles and their manifestation are held by the Association.

David Hadden, of the firm of D. Hadden & Sons, Pine street, died yesterday morning, at his house in Lafayette place. Mr. H. had been in business in this city over half a century. He was a Scotchman by birth, and was 83 years of age.

The Board of Supervisors of Westchester County met at White Plains yesterday, and elected Mr. Reynolds of Bedford and Mr. Varian of Portchester, Commissioners of Schools for that county. Both are school-teachers, and identified with the Democratic party.

THE BENEFIT TO BARNUM DECLINED.—By the following correspondence it will be seen that Mr. Barnum respectfully declines the offer of a series of benefits for his family, proposed some time since by a large number of the most respectable and influential gentlemen of this city and neighborhood. The correspondence is alike honorable to all parties:

MR. P. T. BARNUM—*Dear Sir:* The financial ruin of a man of acknowledged energy and enterprise is a public calamity. The sudden blow, therefore, that has swept away from a man like yourself, the accumulated wealth of years justifies, we think, the public sympathy. The better to manifest our sincere respect for your liberal example in prosperity, as well as to exhibit our honest admiration of your fortitude under overwhelming reverses, we propose to give that sympathy a tangible expression by soliciting your acceptance of a series of benefits for your family, the result of which may possibly secure for your wife and children a future home, or at least rescue them from the more immediate consequences of your misfortune.

NEW-YORK, June 2, 1856.

Freeman Hunt,	Solomon & Hart,
E. K. Collins,	B. Young, M. D.,
Isaac V. Fowler,	Treadwell, Acker & Co., St. Nicholas Hotel,
James Phalen,	
Cornelius Vanderbilt,	John Wheeler, Union Square Hotel,
F. B. Cutting,	
James W. Gerard,	S. Leland & Co., Metropolitan Hotel,
Simeon Draper,	
Thomas McElrath,	Albert Clark, Brevoort Hotel,
Parke Godwin,	H. D. Clapp, Everett House,
R. F. Carman,	John Taylor, International Hotel,
Gen. C. W. Sandford,	
Phiio Hurd, Pres't H. Road,	Sydney Kopman, Smithsonian Hotel,
Wm. Ellsworth, President Brooklyn Insurance Co.,	Messrs Delmonico, Delmonico's,
George S. Doughty, President Excelsior Ins. Co.,	Geo. W. Sherman, Florence's Hotel,
Charles T. Cromwell,	Kingsley & Ainslee, Howard Hotel,
Robert Stuyvesant,	
E. L. Livingston,	Libby & Whitney, Lovejoy's Hotel,
R. Busteed,	
Wm. P. Fetridge,	Howard & Brown, Tammany Hall,
F. N. Haughwout,	
George F. Nesbitt,	Jonas Bartlett, Washington Hotel,
Osborne, Boardman & Townsend,	
Charles H. Delavan,	Patten & Lynde, Pacific Hotel,
T. & C. Berrien,	J. Johnson, Johnson's Hotel,
Fisher & Bird,	And over 1,000 others.

LONG ISLAND, Tuesday, June 3, 1856.

GENTLEMEN: I can scarcely find words to express my gratitude for your very kind proposition. The popular sympathy is to me far more precious than gold, and that sympathy seems in my case to extend from my immediate neighbors in Bridgeport to all parts of our Union.

Proffers of pecuniary assistance have reached me from every quarter—not only from friends, but from entire strangers. Mr. Wm. E. Burton, Miss Laura Keene and Mr. Wm. Niblo have in the kindest manner tendered me the receipts of their theaters for one evening. Mr. Gough volunteered the proceeds of one of his attractive lectures—Mr. James Phalen generously offering me the free use of the Academy of Music. Many professional ladies and gentlemen have urged me to accept their gratuitous services. I have, on principle, respectfully declined them all, as I beg, with the most grateful acknowledgments (at least for the present), to decline yours—not because a benefit in itself is an objectionable thing, but because I have ever made it a point to ask nothing of the public on *personal* grounds, and should prefer, while I can possibly avoid that exigency, to accept nothing from it without the honest conviction that I had individually given it in return a full equivalent.

While favored with health, I feel competent to earn an honest livelihood for myself and family. More than this I shall certainly never attempt with such a load of debt suspended in *terrorem* over me. While I earnestly thank you, therefore, for your generous consideration, gentlemen, I trust you will appreciate my desire to live unhumiliated by a sense of dependence, and believe me sincerely yours. P. T. BARNUM.

To Messrs. FREEMAN HUNT, E. K. COLLINS, and others.

Gen. Tom Thumb to Mr. Barnum.

JONES'S HOTEL, PHILADELPHIA, May 12, 1856.

MY DEAR MR. BARNUM: I understand your friends—and that means "all creation"—intend to get up some benefits for your family. Now, my dear Sir, just be good enough to remember that I belong to that mighty crowd, and I must have a finger (or at least a *thumb*) in that pie. I am bound to appear on all such occasions in some shape, from "Jack the Giant Killer" up stairs, to the doorkeeper down, whichever may serve you best; and there are some *feats* that I can perform as well as any other man of my *inches*.

I have just started out on my Western tour, and have my carriage, ponies and assistants all here; but I am ready to go on to New-York, bag and baggage, and remain at Mrs. Barnum's service as long as I, in my *small* way, can be useful. Put me into any "heavy" work you like. Perhaps I cannot lift as much as some other folks, but just take your pencil in hand, and you will see I can *draw* a tremendous load. I drew two hundred tuns at a single pull to-day, embracing two thousand persons, whom I hauled up safely and satisfactorily to all parties at one exhibition. Hoping that you will be able to fix up a lot of magnets that will attract all New-York, and volunteering to sit on any part of the loadstone, I am, as ever, your little but sympathizing friend, GEN. TOM THUMB.

RICHMOND COUNTY.—Another voice for freedom was heard by an appreciative audience from the Rev. Mr. Parkman, on Sunday last, to the text, "We have "no King but Cæsar," applied to the Sumner and Kansas outrages; the duty of freemen in the coming events, and the possible contingency of a dissolution of the Union. On these matters the Doctor "spoke right out in meeting"—called things by their true names, and minced nothing. He concluded by logically presenting the question: "Shall Freedom or "Slavery prevail?" Choose ye! and so act. Dr. Parkman's Church (Unitarian) is situated midway between New Brighton and Tompkinsville.

The regular examination of the Leake & Watts Orphan School took place on Monday in the presence of the Rev. Drs. Knox, Phillips and Berrian, Trustees, and a large number of invited guests. The exercises awakened equal surprise and gratification. Large classes of boys, whose ages could not have averaged 12 years were examined in the advanced mathematics and the natural sciences, by lot, and there was not the least failure, although many questions required answers of several pages. An honorary title, peculiar to the institution, is given to those boys who excel in ancient and modern history, algebra, geometry and the natural sciences. This class is called Section A, which now numbers 25, six having been promoted yesterday, viz: Henry Guest, Jas. Malman, Jas. McCusker, Fred'k Mosey, Edw'd Dunn and Thomas Kiley. The singing was chiefly done by four boys, who carried the four parts, and was certainly worth taking the journey to hear.

The National Convention of the Chi Psi fraternity holds its annual meeting this evening at Hope Chapel at 7½ p. m. An oration will be delivered by W. P. C. Whiting, esq., of Buffalo, and a poem will be read by Mortimer Thomson of New York (Doesticks). The public are invited to attend.

PURE COUNTRY MILK.—Many persons innocently suppose that all country milk is pure—honest folks in the country—verdant people these milk dairy folks—of course they never water milk. So thought Jones. So Jones moved into the country, where his wife could get "pure milk for the children."

"Now, is not this delicious!" said Jones's wife as she supped the pure milk that she bought at city price, because it was pure, of honest neighbor Peabody.

Jones couldn't see the difference between this and that they used to get direct from the milk cans. Of course "he never could see anything."

"Mrs. Jones," said Sarah, the servant girl, as she brought in the milk one night, "please ma'am, don't you think that milk is very nice?"

"Certainly. Only see how rich."

Jones thought he could see a difference. Of course he could. Why?

Sarah told why. As she went in after the milk the girl had just brought it in and poured it through the strainer. She was a new girl, verdant as the pasture, but she wished to be sure she was right before she went ahead. So she hesitated to fill Mrs. Jones's pitcher until she made one inquiry. She opened the door into the room where the owner of the milk sat reading the paper—he will read this item, because he is a stickler for pure milk—and very innocently said: "Sir, shall I put the water in the milk before or after I take out the quart for Mrs. Jones?"

Farmer Peabody is a discreet man; he glanced into the milk room and saw Jones's girl with pitcher in hand waiting for the answer to that question to get it filled, and for once the milk-man sacrificed interest to honesty or policy. His reply was prompt.

"Oh, before, by all means."

The next day it was unanimously voted at Jones's that that order had been countermanded, or else by some mistake a little water had been left in the can. It was country milk, but it was not pure milk.

The dedication services of the church at Cross River will take place to-morrow at 11 o'clock. The Rev. Dr. Armitage will preach the opening sermon. Other ministers connected with the Baptist and other denominations will take part in the exercises of the day. Friends from New-York and elsewhere going by the Harlem Railroad will take the mail train leaving New-York at 7½, and stop at Whitlockville Station, where they will find conveyances already provided to take them to the place of meeting.

THE HEAT.—Yesterday the temperature rose to 85° at 3 p. m., and to day at 2 p. m. it is up to 91°. Electric rain ran low in the atmosphere yesterday, and this morning at 4 o'clock a dark cloud bordered the horizon at west and north-west, and at 6½ o'clock came others, with a light dash of rain.

Brooklyn Hights, June 3, 1856. E. MERIAM.

A CHILD MADE DRUNK BY ITS PARENTS.—On Monday night the Eighteenth Ward Police found a child, six years old, apparently in a dying condition from drunkenness and conveyed it to Bellevue Hospital. It was afterward ascertained that the child had been drugged with rum by its parents, John and Margaret Crawford. They were arrested, and Justice Flandreau committed them as vagrants.

SUDDEN DEATH.—Coroner Connery held an inquest yesterday upon the body of an unknown man, about 35 years of age, who dropped down dead at the porter house No. 6 Centre street. The deceased bore the appearance of having been a dissipated man. The Jury rendered a verdict of "Death from congestion of the lungs."

The body of an unknown man was found in the East River, near the foot of Sixteenth street, yesterday afternoon. It was in a very decomposed state. An inquest will be held upon the body to day.

SERIOUS FALL.—Samuel Boston, a laborer, was severely injured yesterday by falling down a long and steep flight of stairs in the building corner of College place and Robinson street. He was conveyed to the New-York Hospital.

CHARGE OF GRAND LARCENY.—Lewis Hock, a German grate maker at No. 79 Bowery, was yesterday arrested charged with stealing a gold watch valued at $45, the property of Abr. Howland, residing at No 137 Delancy street. The watch was subsequently found at a pawn brokers, and the prisoner, on confessing his guilt, was locked up by Justice Connolly for trial.

A mad dog is reported to have been killed yesterday morning at the corner of Pike and South streets, by Officer Callery of the Seventh Ward police.

In the Court of General Sessions yesterday Jacob Goodwin was tried and found guilty of assault and battery upon John Martine. No other business was transacted.

CHARGE OF LIBEL.—Christopher Beck, a German, living at No. 6 Avenue C, was on Monday arrested, charged with publishing a libel against John G. Stenerlein, of No 133 Nassau st.; also, with sending the latter a letter containing threats of exposure, &c., unless he paid him a demand of $200, which he claimed was due him. Beck was ordered by Justice Connolly to find bail for his appearance.

OPERATIONS OF BURGLARS.—On Sunday night a gang of burglars made a demonstration in Wall street and that vicinity. They managed to effect an entrance into No. 37 Wall street, and then ascending to the roof, entered No. 49 Exchange place and Nos. 13, 17 and 19 Broad street, all on the same block. The First Ward Police discovered their operations and surrounded the block, but succeeded in capturing only one of the party, whom they found in the cellar of No. 47 Exchange place. He gave his name as James Andrews and was held by Justice Osborne for examination.

A German laborer named Philip Swartz was found, on Sunday evening, secreted in the grocery of Horace Guelick, No. 51 Hester street. He was arrested on a charge of burglary, and committed by Justice Brennan to answer.

CHARGE OF GRAND LARCENY.—Geo. Woodhead was on Monday arrested by Sergeant Jourdan, of the Lower Police Court, charged with stealing a horse, wagon and harness, valued at $150, the property of Mr. Edgar M. Mason, merchant, of No. 199 Duane street. The team was entrusted to the prisoner for a specified time, at the expiration of which he was to have returned it, but instead of doing so, he sold it and pocketed the proceeds. He was held by Justice Connolly for examination.

BROOKLYN ITEMS.

THE RECEPTION TO FILLMORE.—The Common Council, at their last meeting, passed a resolution "that the respects of the citizens of Brooklyn be tendered to Millard Fillmore, and that the Governor's "Room be tendered him to receive the citizens, and "that a committee of five be appointed to carry the "resolution into effect." It is expressly understood that no expense is to be incurred by the authorities. The committee appointed consists of Ald. Van Brunt, Fancher, Pell, Woglom, and Cupwell.

A fire occurred at No. 47 Main street yesterday morning, which was speedily extinguished by the Second District Police before serious damage resulted.

THE CARMEN AND THE MAYOR.—A petition from a number of carmen was presented at the last meeting of the Common Council, in which they complain that although they have been in the habit of receiving licenses in years past, and had complied with every legal condition to enable them to renew their licenses this year, the Mayor had refused to grant them except to such parties as would swear not to sell spirituous liquors—a condition, not being enumerated in the ordinance, they regarded as an arbitrary and unwarranted assumption, and such as justified them in desiring the Board to vest the license-granting power in some one who would not thus exercise it in an unjust and oppressive manner. The subject was referred to a special committee to report as to an alteration of the ordinance creating an appeal from the Mayor's decision.

COUNTY SCHOOL COMMISSION.—The county members of the Board of Supervisors met at the County Jail yesterday, in accordance with the provisions of a law passed last Winter, for the purpose of electing a School Commissioner for the First Assembly District. Supervisor Ryder presided, and after some preliminaries, a ballot was entered into, which resulted in no choice. The candidates were Dr. Carpenter, J. M. Van Buren, Voorhies Overbaugh, and William H Stillwell. Ten ballots were had without a choice, when the Board adjourned for three weeks.

RAILROAD ACCIDENT.—Yesterday a boy named Michael Welsh was fatally injured by being crushed between two dirt cars on the Long Island Railroad, in Atlantic street. It appears he jumped upon one of the cars and fell between. He died soon after. The body was taken to the depot by Officer Boyd of the First District Police, where an inquest was held by Coroner Redding, and a verdict was rendered that he was accidentally killed, and exculpated the Railroad Company from all blame. The deceased was 17 years of age.

THE STEAMBOAT HENRY CLAY.—Yesterday in the Circuit Court the case of Joseph Lockett and wife against William Radford and others, for damages sustained by Mrs. Lockett by the burning of the steamboat Henry Clay, opposite Newburgh, in the Summer of 1852, was brought up for trial. Judge Greenwood appeared for the defendants. This is the second trial; on the first the Jury disagreed. Judge Dikeman, in opening the case for plaintiffs, said that Mrs. Lockett had been so severely hurt as to disable her from dressing herself or combing her hair since the accident. The amount of damages claimed is $10,000.

The body of a man very much decomposed was found in the water yesterday afternoon at the foot of North Sixth street. An inquest will be held to day.

The Police of the Sixth District made a descent, late on Monday night, upon a disreputable house kept by John Grinn at the corner of Leonard and Marshal streets, and arrested about twenty men and women. They gave bonds to appear for examination.

Daniel Donovan has been elected Foreman of Engine Company No. 7, in place of Wm Jennings, resigned.

A man named Thos. Early and his little son, about nine years of age, were brought before Justice Clarry of the Eastern District yesterday, and sent to the Penitentiary for drunkenness. The liquor had been supplied to the boy by his father.

STABBING AFFRAY.—A man named John Sullivan, residing at No. 51 North Sixth street was arrested by Officer Brown of the Fourteenth Ward, and brought before Justice Clarry on Monday on a charge of attempting to take the life of James Murray. It appears that Sullivan was ill treating his family and Murray interposed. Sullivan then drew a knife and stabbed him in the left side, and also inflicted a wound on one of his hands. Accused gave bonds to appear for examination.

FIRE IN A WAGON.—About noon Monday a wagon belonging to a Japan-ware firm in Beekman street, New-York, while driving past the corner of Main and Prospect streets, was found to be on fire, which originated from some matches lying in the box. There was considerable straw lying on the bottom, and the flames blazed up so as to frighten the horses and render the seat of the driver quite uncomfortable. Mr. McNamee of the Washington House near by, ran out and succeeded in scattering the fire, and the driver was then enabled to keep his horses in check.

LAW INTELLIGENCE.

SUPREME COURT—CIRCUIT.

WHAT WAS DONE IN THE MAY TERM.

The annexed data will show the impression made upon the Circuit Calendar during the last month, under the auspices of Judge Davies:

Causes called (comprising the residue of the calendar)	2,281
Inquests	117
Dismissed	17
Referred	317
Struck off the calendar	390
Called and run down	433
Tried (by Jury 21, by the Court 5)	26
Remaining for trial by Jury	964

This is pretty well, considering that the average number of causes disposed of in a term hitherto ranges from forty to fifty, and that the above number of jury trials, though but three weeks were devoted to them, is more than double the average. Whether, indeed, this unwonted laboriousness and energy be in any measure attributable to the novelty of the position and the circumstances of the disputed judgeship, may be doubtful; but that it is the first step in a reform much needed in this Court no one can question.

Judge Davies will hold the Dutchess, Westchester and Columbia Circuits, in place of Judges Emott, Strong and Harris respectively, during the months of June and July (his vacation.)

COURT OF OYER AND TERMINER—June 3—Before Judge CLERKE.

THE BAKER TRIAL.

The panel of one thousand Jurors, summoned for the Baker trial, was made returnable this morning. They were all, however, discharged by Judge Clerke, who adjourned the Court *sine die*, saying that there was no business before it, the Baker case having been removed, on *certiorari*, to the Special Term of the Supreme Court.

This absolute discharge of the Jurors, and adjournment of the Court without day, looks very much as if Judge Strong intended to grant the motion for a change of venue next Monday, as the Oyer and Terminer has no power, without a special order from the Executive, to come together again before October.

The following decisions were made by Judge Duer at the Special Term for May of the New-York Superior Court:

NEW-YORK SUPERIOR COURT—SPECIAL TERM—MAY—before Judge DUER.

INSURANCE—WARRANTY—WAIVER.

John B. Jordan agt. The Atlas Mutual Insurance Company.

The action was brought to enforce the payment of a total loss under a marine policy of insurance, and to have the policy reformed so as to recover the loss as claimed. The insurance was on the ship Stornaway for one year, beginning on the 15th November, 1853, and ending 15th November, 1854. The ship was wrecked and totally lost in the month of September, 1854. The policy contained a warranty not to use any port in British North America during the period insured. The warranty was broken in the month of July, 1854, by a voyage of the ship to St. Johns, New-Brunswick, and thence to Dublin, Ireland; but it was proved that in August, 1854, the President and Secretary of the Company, upon the application of an agent of the plaintiff, with a full knowledge of the facts, agreed that the insurance should remain in force and the Company be responsible for any loss that might subsequently happen. The agent offered to pay an *additional* premium, if required, to cover the risk to St. Johns; but, as the risk was over, the ship being then on her passage from St. Johns to Ireland, the officers of the Company said it would be unreasonable to make any further charge. The agent also requested that the consent of the Company to remain liable should be indorsed on the policy; but the President said this was unnecessary. Had not this consent of the Company been given, the agent, as he was instructed to do, would have effected a new insurance to cover the voyage from St. Johns to Ireland.

Held, that the plaintiff was entitled to the relief demanded, as the loss happened during the period insured, it was covered by the terms of the policy, and the breach of the warranty was a matter of defense, which it was competent to the Company to waive by parol, and that by the acts and declarations of its officers when the facts were made known to them, it was effectually waived. The consent then given that the policy should remain in force, as it prevented the plaintiff from obtaining a *new* insurance, precluded the defendants from setting up the breach of the warranty as a defense; it created an estoppel, from which, without manifest injustice, they could not be discharged. That the breach of a warranty does not render a policy absolutely void, so as to render a new agreement in writing, founded upon a new consideration, necessary to revive its force. The contract is vacated or not, at the election of the insurers, and when the facts are made known to them for the very purpose of ascertaining their intentions, they are bound to make their election, and are bound by the election then declared. That a forfeiture resulting from the breach of a condition may in all cases be waived by the party in whose favor it exists, and may be waived by parol or by acts in pais, and it would be difficult to imagine a stronger case for the application of the general rule than that before the Court. To deny the relief sought would be to violate the plainest maxims by which Courts of Equity are governed.

Judgment for plaintiff, with reference to an adjustor to report amount of loss.

BURDEN OF PROOF IN AN ACTION AGAINST THE CITY FOR NEGLIGENCE.

Philip McGlinnity agt. the Mayor of New-York et al.

The action was brought to recover damages for personal injuries sustained by the plaintiff in consequence of the neglect of the defendants in not keeping a side-walk in Prince street in proper repair. It appeared upon the trial that in December 1854 the plaintiff was walking in the evening on a sidewalk in Prince street, and in consequence of a grating covering a vault on which he had stepped giving way or turning over, fell through and was seriously injured. Upon examination, it was found that a chain which had secured the grate was broken, but from what cause or how long before the accident did not appear. The jury gave a verdict for the plaintiff for $1,000 damages.

Held, that the plaintiff was bound to show affirmatively that there had been a neglect of duty on the part of the Corporation, and that this was not shown merely by proving that the grate was insufficiently fastened at the time of the accident. There was no reason to believe from the evidence that the grate was improperly constructed, or that the defendants had any notice, or were chargeable with knowledge of its defective state. The chain might have been broken by an act of violence, which for aught that appeared, may have been committed only a short time before the plaintiff was injured. The verdict, therefore, was not sustained by the proof that the plaintiff was bound to give, and must be set aside. New trial granted upon payment of costs.

FORECLOSURE OF MORTGAGES.

Second American Building Association agt. Platt Lewis and others.

The mortgage was given to secure certain monthly payments stipulated to be made by the defendant as a member of the Association, and it contained a provision that if default should be made "in the said monthly payments for the space of "six months after they or any of them should become due," it should be lawful for the Association to advertise and sell the mortgaged premises at public auction according to the statute. The complaint averred that default had been made in monthly and other payments and that there was due from the defendant the sum of $344 19, but did not aver that any one monthly payment had been due six months. The defendant demurred, on the ground that it did not appear on the face of the complaint that the plaintiff had any right of action.

Held, that the provision in the mortgage was not to be limited to an exercise of the power of sale by advertising according to the statute but by its reasonable interpretation operated as an extension of the term of credit, so as to preclude the Association from commencing any action upon the mortgage until the expiration of six months from the time any monthly payment remaining unpaid had become due; and hence that the complaint, as it did not allege nor show that there had been a default in any one monthly payment for that period, was fatally defective. Demurrer allowed, with liberty to plaintiff to amend complaint within 20 days; costs to the defendant, to abide event.

Mechanics' Building Association agt. James Rogers and others.

Demurrer to complaint chiefly on the ground that certain provisions in the articles of association upon which the mortgage was partly founded, were oppressive, illegal and void.

Held that whatever force there might be in the objections relied on, the mortgage was a valid security at least for the moneys advanced to the defendant Rogers; and consequently that the demurrer, which was to the whole complaint must be overruled. The proper course for the defendant would be to set up the objections in an answer, offering or submitting to pay the moneys advanced, with interest. The Judge referred to a manuscript opinion of Mr. Justice Mitchell in the case of the Second New York Building Association agt. Gallier and others in the Supreme Court. Demurrer overruled, with liberty to defendant to answer in twenty days on payment of costs.

The Mechanics' Building Association agt. George W. Stevens and others.

The mortgage in this case was also given to secure the payment of the monthly dues of a member of the Association. The cause was heard on the pleadings and proofs, and it was proved that the Association was duly incorporated under the general act for the incorporation of building and other associations, passed April 10, 1851, and that default had been made in the payment of the sums set forth in the complaint. The only defense relied on was, that the Association was a "moneyed corporation" within the provisions of the Revised Statutes and that its charter as such before the commencement of the suit, had become void from its failure to comply with the provisions contained in sections 29, 30 and 31 of the Statute. (1 R. S., 585.)

Held that this is not a defense of which the defendants can avail themselves—that, admitting that the Association was a moneyed corporation, subject as such to the provisions of the Revised Statutes, and that, by its failure to comply with these provisions, it had forfeited its charter, it belonged to the State alone, by a proceeding instituted for that purpose, to enforce the forfeiture and that the Association, until by a judicial sentence its charter was declared to be void, was a corporation *de facto*, and that no private person, more especially no person dealing with it, could be permitted to say that it was not also a corporation *de jure* (Triton Ins. Co. vs. McGarlan, 4 Denio, 392; Brower vs. Appleby, 1 Sand. S. C. R. 168; Palmer vs. Lawrence, 3 id. 161, 170.) Judgment for plaintiff, directing sale of mortgage and premises.

STOCK-BROKERS—ESSENTIALS OF A SALE.

Timothy Mervin and William R. Gould agt. Jeremiah G. Hamilton.

The complaint averred that the plaintiffs were stock brokers, and as such had been employed by the defendant to make various purchases on his account of shares of stock in different companies, and that by a usage well known to the defendant, when such contracts of purchase are made the brokers are personally liable for their performance, and the name of their principal is not disclosed, but he is bound to indemnify them against their liability upon such contracts at the maturity thereof. It then set forth various purchases of stock, deliverable on a future day, made by them, as so employed by the defendant, and averred in relation to each contract of purchase that the defendant did not perform the same at or before its maturity, nor accept a delivery of the stock, nor pay the price agreed to be paid therefor, nor indemnify the plaintiffs against their liability upon said contract at its maturity, whereby the plaintiffs were compelled to accept a delivery of the stock and to pay the price agreed to be paid therefor, which largely exceeded the worth of the stock at that time or at any time since. The complaint after setting forth four distinct contracts of purchase, as distinct causes of action, averred that all the stocks so purchased had been sold by the plaintiffs for the best prices they could obtain, and for all that they had been worth at any time between the maturity of the several contracts and the terms of sale, and that after crediting the defendant with the net proceeds of the sales there remained due from the plaintiffs as the balance of moneys paid by them on his account, the sum of $3,173 36, for which sum with interest, together with the sum of $115 for the commissions, judgment was demanded.

Held, that contracts for the purchase of stock, deliverable on a future day are within the statute of frauds, and consequently are not valid, unless in writing; and that the plaintiffs under their employment by the defendant had no authority to make any contracts on his account other than such as would be binding on themselves and on the sellers—hence, if the contracts made by them were not in writing, their acceptance of the stocks and payment of the stipulated price were voluntary acts, against the consequences of which the defendant was not bound to indemnify them. That to create this duty on his part the complaint ought to have shown that the contracts made by the plaintiffs were such as he had authorized—that is, valid in law. That the averment that the plaintiffs were compelled to accept and pay for the stocks, which could only mean that such was their legal obligation, was plainly insufficient. It was an averment of a conclusion of law instead of the facts necessary to be averred and proved in order to justify the conclusion. The complaint was therefore fatally defective in not alleging that the contracts made by the plaintiffs were in writing and setting forth their terms. Unless the contracts were in writing there was no cause of action. The fact that they were so was, therefore, one of the facts constituting the cause of action (Thurman agt. Staples, 2 Duer, 609; Le Roy agt. Shaw, id. 626).

Held further, that upon the supposition that the contracts made by the plaintiffs were valid, the stocks, when accepted and paid for by them, belonged in equity to the defendants, and they held them as his trustee, having a lien upon them for their advances and commissions. The plaintiffs had therefore no right to dispose of the stock in any manner until by a tender they had given the defendant an opportunity to redeem them, and no right to sell them without giving notice of their intention and of the terms of the sale. No such tender or notice whatever was averred in the complaint.

Demurrer allowed. Twenty days allowed to amend complaint, upon payment of costs.

UNITED STATES DISTRICT COURT—JUNE 3—Before INGERSOLL.

EUDORA WILSON AND OTHERS INDICTED.

The Grand Jury brought in two new bills this morning, viz: a second indictment against Ellen Cunningham and Mary Kelly, for passing counterfeit half dollars "in the similitude of, &c., coined at the United States Mint;" and an indictment against the negro, George Wilson, for making a revolt on board the Eudora Imogene and usurping the command.

FORECLOSURE OF MORTGAGE.

The Hamilton Building Association agt. John M. Reynolds.

The cause was heard upon pleadings and proofs, and the case on the part of the plaintiff, as stated in the complaint, being proved, it was insisted on the part of the defendant, that the provisions in the mortgage designed to secure monthly payments of fines and the disposition of any surplus from the sale of the mortgaged premises were illegal and void, and that he was entitled to be relieved and to have the mortgage cancelled upon the repayment, with interest, of the sum originally advanced to him by the Company. To repel this defense the plaintiff gave in evidence the record of a judgment in the Supreme Court dismissing the complaint of the defendant, in a suit instituted by him against the Association, for the purpose of obtaining exactly the same relief that he now claimed; and it appeared from the record that the judgment was rendered upon the ground that upon the pleadings and proofs the plaintiff (the present defendant) was not entitled to the relief he demanded.

Held, that this judgment, as it was rendered in a suit between the same parties, involving the precise question now at issue, was conclusive between the parties, and created an estoppel from which it was beyond the power of the Court to release the defendant. That the mortgage must therefore be adjudged to be valid, but that in the opinion of the Court it was a valid security only for the stipulated monthly payments, and not for fines or other dues. Judgment would therefore be given only for the amount of those payments proved to be in arrear.

Judgment for plaintiff accordingly.

DEMURRER TO COMPLAINT.

Dayton J. Vibart, Receiver, &c., agt. Henry K. Frost and William J. Frost.

The action was brought by the plaintiff, a receiver appointed in a supplementary proceeding to set aside an assignment made by the debtor, as made with an intent to defraud creditors. The defendants were the judgment-debtor and the assignee. The demurrer specified as its only ground that the complaint did not state facts sufficient to constitute a cause of action, and the argument in its support was, that it appeared on the face of the complaint that the Judge making the order for the appointment of the receiver had no jurisdiction, inasmuch as the original order for the appearance of the debtor, which was set forth in the complaint, was returnable before one of the Justices of the Court, and not before the Judge making the charge.

Held, that the demurrer must be overruled; that the objection to the jurisdiction of the Judge by whom the debtor was examined and the order appointing a receiver made, ought to have been taken when the debtor appeared before him; that it was an objection which it was competent to the debtor to waive, and that, by his submitting to be examined and not appealing from the order appointing the receiver, it was effectually waived; that if the original order for his appearance was a nullity, he was not bound to appear, nor, when he appeared, to be examined; that his appearance and submission to an examination must, therefore, be regarded as voluntary acts, and that a valid order for the appointment of a receiver might be founded upon a voluntary appearance and examination of a judgment debtor, could not reasonably be doubted; that it is only when a judge or court has no jurisdiction of the subject-matter of the proceeding or action in which an order is made or judgment rendered that the order or judgment is wholly void. It is to such cases only that the maxim applies, that consent cannot give jurisdiction. In all other cases the objection to the exercise of jurisdiction may be waived, and it is waived whenever it is not urged in proper season—that is, when the exercise of the jurisdiction is first claimed. (Carthew, 124; Cro. Eliz., 542; 1 Strange, 177; 3 Sand. S. C. Rep., 606.) Here the general authority of the judge to make the order appointing a receiver—in other words his jurisdiction over the subject-matter of the order—was unquestionable.

Held further, that if the objection to the jurisdiction were valid in itself, it would not be taken under a demurrer specifying as its only ground that the complaint "did not state facts sufficient to constitute a cause of action." The ground that ought to have been specified to enable the Court to listen to the